

Exhibit B

Supplemental Conditions to Agreement to Perform Tariff Schedule Related Work Rule 20A General Conditions

These Supplemental Conditions supplement the "Agreement to Perform Tariff Schedule Related Work, Rule 20A General Conditions" (henceforth referred to as "General Conditions") for all underground utility district project agreements entered into between Pacific Gas and Electric Company (PG&E) and the County of San Luis Obispo (County). These Supplemental Conditions represent clarifications and limitations for the terms of particular Articles listed under the General Conditions. PG&E and the County hereby agree to the following Supplemental Conditions:

A. Article 4 *Provide a list of the most recent tenant (for rental properties)*

The County obligation under this article will be satisfied by providing tenant information if and only if known through comparing water service applications submitted to the County with the property owner listed with the Assessor's office. If County is not the water purveyor in the project area, the only list of tenants the County can provide is property owners as provided by the Assessor's office. If deemed necessary by the County and PG&E at time of construction, PG&E may request some County staff assistance in contacting tenants.

B. Article 5 *Provide Base Map (in AutoCAD) showing the following:
boundary, roads, future road improvements, sidewalks, curbs,
property lines, buildings, existing water and sewer, easements, and
any other known utilities or obstacles.*

The County only need provide a base map and other information listed above to the extent such base map and information are already in the County's possession. Should future road improvements be unknown when the base map is submitted to PG&E, this information will not be included. The County shall not be responsible for the accuracy of facility location information provided by other utility companies and included in the base map. It is PG&E's understanding that should a utility conflict be first discovered in the field, and the conflicting utility was not placed in the right of way by PG&E, all utility trench participants will share the cost for resolving the conflict. Unless noted otherwise, the base map will be a compilation of record data and not based upon a field survey. Any boundary or right-of-way lines will be approximate only. It is the County's understanding that the base map will be used for concept design and/or schematic purposes, and not as detailed construction plans. The County will indicate on all materials the limitations of the information as indicated above.

C. Article 6 *Secure all required rights-of-way and easements, which
must be satisfactory to and approved by PG&E.*

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The County need not secure any additional rights-of-way or easements if the facilities required for the project's underground conduit and support facilities for the transmission system can be placed within the existing County right-of-way under a County encroachment permit. PG&E agrees to provide preliminary design plans showing rights-of-way or easements needed for the project, which may lead to further discussion between the County and PG&E for possible project realignment should the County deem the rights-of-way or easement requirements to be excessive or infeasible. County will not be obligated to provide easements for lateral service lines to properties adjoining the County right-of-way. In the event the project is located within Caltrans right-of-way, the County and PG&E agree to coordinate with Caltrans to satisfy this article.

D. Article 7 *Own and manage all contaminated soils.*

The County reserves the right to do preliminary research and investigation to assess the risk of contaminated soils in the project area. Results of the investigation may lead to further discussion between the County and PG&E for possible project realignment to avoid issues involved with existing site conditions and possible termination of the project if extensive issues are discovered.

E. Article 8 *Own and manage all cultural resource findings.*

The County reserves the right to do preliminary research and investigation to assess the risk of cultural resources in the project area. Results of the investigation may lead to further discussion between the County and PG&E for possible project realignment to avoid issues involved with existing site conditions.

F. Article 10 *Provide acceptable construction yard for materials and equipment storage*

It is mutually understood by both PG&E and the County that a yard will only need to be provided by the County if PG&E does not have access to an acceptable yard near the project area and the County does have such a yard available. This item will be mutually agreed upon prior to the start of construction through a specific project agreement.

G. Article 11 *Pay for paving and restoration costs beyond the standard excavations and restorations necessary for the construction of the project*

It is understood that PG&E will restore the roadway with hot mix asphalt in a six inch T-trench matching existing thickness of asphalt at the conclusion of construction and no additional compensation will be required. For work within State Highway right of way, a specific project agreement between the County and PG&E would address any restoration needs over and above the T-trench described above and what, if any, compensation is required.

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- H. Article 12 *Waive paving moratorium requirements, or pay for additional costs above PG&E's responsibility for restoration*

The County obligation under this article will be satisfied by prioritizing these projects to the mutual satisfaction of both parties and keeping the paving moratorium and future repaving or overlay projects in mind as Tariff 20A projects move forward.

- I. Article 13 *Stake and survey for any associated future grade changes*

The County obligation under this article will be satisfied by staking said associated future grade changes, if and only if, they are known at the time the Tariff 20A project moves into construction. The County requires a survey request form to be submitted as well as a two week lead time to accommodate staking requests. This article is for staking of future grade changes only and NOT to be used for any other construction staking, including but not limited to right-of-way, monuments, or other items associated with construction of the Tariff 20A project.

- J. Article 14 *Should Applicant require additional traffic control beyond that which PG&E provides (per CA Joint Utility Traffic Control Committee), Applicant will pay for the additional costs*

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- Article 15 *Should Applicant require a traffic control plan, Applicant will prepare or pay to prepare such a plan*

County has reviewed the standards by the CA Joint Utility Traffic Control Committee and as they have been approved by Caltrans they will meet the County standards as well. This article does NOT waive the requirement for PG&E to provide a traffic control plan with application for encroachment permit, nor the requirement that they or their contractor be liable for carrying out the traffic control plan as submitted. For work on County major arterials, the County agrees to provide or pay for the use of changeable message signs to give a three day advance notice per County standards.

- K. Article 16 *Pay for streetlight costs per Streetlight Agreement*

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- Article 17 *Remove Applicant owned streetlights attached to utility poles and located within the underground district at Applicant cost*

It is understood these articles are only applicable if the County chooses to make changes to the streetlight poles within the boundary of the Tariff 20A project. For all streetlight poles owned by the County, the County reserves the right to keep the existing streetlight poles and have utility companies top said poles. Changes to any existing lighting and the responsible party for the cost of these changes, will be addressed in a Streetlight Agreement.

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- L. Article 18 *Issue and waive cost of encroachment permit*
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Article 20 *Waive all permit fees and other incidental project specific costs, including but not limited to: parking charges, rental cost of city or county properties, and lost revenues*

The County obligation under this article will be satisfied by waiving encroachment permit fees for projects located within County owned right-of-way. For projects located within right-of-way or easements owned by other agencies (ex. Caltrans, UPRR, City, DWR, etc.), PG&E shall be required to obtain all required encroachment permits and/or other permits. The County agrees to pay for such permit fees, but reserves the right to negotiate with PG&E should such permit fees or requirements be deemed excessive by the County. The requirement for PG&E to obtain an encroachment permit issued by either the County or other agencies is NOT waived by this article. PG&E shall notify the County of its work schedule and shall cooperate with the County and/or other agencies for inspections as required. For projects located within Caltrans right-of-way, PG&E agrees to coordinate issues other than permits with Caltrans directly. The County reserves the right to authorize items resulting in other incidental project specific costs to minimize cost or lost revenue

- M. Article 19 *Waive work hour restrictions for construction, including holiday and/or special construction limitations*

The County obligation under this article will be satisfied by considering a request for weekend work, extended work hours and night work if requested by PG&E or its contractors. This work must still abide by local ordinances including noise restrictions. The encroachment permit will give any work hour restrictions. The County and PG&E agree to work together to minimize the impact of this article. For projects within Caltrans right-of-way, PG&E agrees to work with Caltrans directly should any night, extended work hours and/or weekend work be requested.

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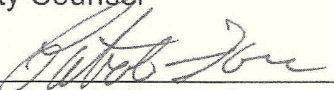
PAAVO OGREN, Director of County
of San Luis Obispo Public Works Department



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APPROVED AS TO FORM AND LEGAL EFFECT:

WARREN R. JENSEN
County Counsel

By: _____
Deputy Counsel

Dated: 5/8/12